

EXHIBIT 45

Excerpts of Deposition of Carlos Silva

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CUNG LE; NATHAN QUARRY, JON)	
FITCH, on behalf of)	
themselves and all others)	
similarly situated,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.
)	2:15-cv-01045-RFB- (PAL)
)	
ZUFFA, LLC, d/b/a Ultimate)	
Fighting Championship and)	
UFC,)	
)	
Defendant.)	
)	

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VIDEOTAPED DEPOSITION OF CARLOS SILVA

Las Vegas, Nevada

April 18, 2017

9:16 a.m.

REPORTED BY:
CYNTHIA K. DuRIVAGE, CSR #451
Job No. 49524

Carlos Silva - HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

<p style="text-align: right;">198</p> <p>1 A. Yes.</p> <p>2 Q. Have you heard of a champion's clause or a</p> <p>3 championship clause?</p> <p>4 A. I have.</p> <p>5 Q. And what is that?</p> <p>6 A. It could be a few things. It could mean</p> <p>7 that you get a bonus if you're a champion and win.</p> <p>8 It could mean that your contract gets renewed</p> <p>9 automatically if you're a champion and in a</p> <p>10 promotion.</p> <p>11 Q. Okay. So talking about the latter, the</p> <p>12 latter form of a champion's clause where the contract</p> <p>13 gets automatically renewed, is that something that</p> <p>14 World Series Of Fighting has in its contracts with</p> <p>15 its athletes?</p> <p>16 A. Sometimes.</p> <p>17 Q. Why would it have that type of clause in</p> <p>18 its contracts? Strike that.</p> <p>19 Why would World Series Of Fighting have</p> <p>20 that type of champion clause in its contracts with</p> <p>21 its athletes?</p> <p>22 A. You don't want -- you don't want champions</p> <p>23 to leave.</p> <p>24 Q. And why don't you want them to leave?</p> <p>25 A. Because they're your champions. Simple as</p>	<p style="text-align: right;">200</p> <p>1 Q. And what is the purpose of that type of</p> <p>2 clause? Well, strike that.</p> <p>3 What is that type of clause? What does an</p> <p>4 exclusive negotiating period mean?</p> <p>5 A. It's a window that gives you the</p> <p>6 opportunity to talk to your currently-under-contract</p> <p>7 fighter prior to them looking at other places to go</p> <p>8 become a professional.</p> <p>9 Q. What is the purpose of having that clause</p> <p>10 in the contracts?</p> <p>11 A. It's a -- you know, you're a lawyer and I'm</p> <p>12 not. It's to protect the company.</p> <p>13 Q. Have you heard of something called a right</p> <p>14 to match?</p> <p>15 A. Sure.</p> <p>16 Q. Is that something the World Series has in</p> <p>17 its contracts with its athletes?</p> <p>18 A. At times, we do.</p> <p>19 Q. What is the purpose of that -- well, strike</p> <p>20 that.</p> <p>21 What is the right to match?</p> <p>22 A. The ability -- if a fighter needs to go --</p> <p>23 if a fighter is allowed to go look at other</p> <p>24 opportunities, it gives the organization an</p> <p>25 opportunity to match the bidders that are on the</p>
<p style="text-align: right;">199</p> <p>1 that.</p> <p>2 Q. Okay. And they're valuable to the</p> <p>3 organization?</p> <p>4 A. I think all the fighters are valuable to</p> <p>5 the organization, but the public likes champions, so</p> <p>6 champions represent the organization, so you'd like</p> <p>7 to keep your champions happy. Sometimes keeping them</p> <p>8 happy is giving them a clause to renew; sometimes it</p> <p>9 isn't.</p> <p>10 Q. So are there fighters that prefer to have</p> <p>11 that type of clause in their contract?</p> <p>12 A. There's fighters that prefer it, and</p> <p>13 there's fighters that do not prefer it.</p> <p>14 Q. Is it your understanding that having that</p> <p>15 type of champion's clause in a contract is customary</p> <p>16 in the MMA industry?</p> <p>17 A. I think it's been customary. I think it's</p> <p>18 changed.</p> <p>19 Q. Have you heard of something called an</p> <p>20 exclusive negotiation period</p> <p>21 A. Yes.</p> <p>22 Q. in contracts?</p> <p>23 And is that something the World Series Of</p> <p>24 Fighting has in its contracts with its athletes?</p> <p>25 A. At times, yes.</p>	<p style="text-align: right;">201</p> <p>1 outside of World Series Of Fighting.</p> <p>2 Q. What is the purchase of having that type of</p> <p>3 clause in a contract with athletes?</p> <p>4 A. Optionality for us to retain an athlete.</p> <p>5 Q. What do you mean by optionality?</p> <p>6 A. It gives us the ability to match an offer</p> <p>7 if we would like to. Gives us the option to match</p> <p>8 the offer.</p> <p>9 Q. Have you heard of something called an</p> <p>10 ancillary rights clause?</p> <p>11 A. You'd have to tell me what that is.</p> <p>12 Q. In your -- in World Series Of Fighting's</p> <p>13 contracts with its athletes, do the athletes grant</p> <p>14 World Series Of Fighting identity rights?</p> <p>15 A. Partial identity rights, yes.</p> <p>16 Q. And do they grant World Series Of Fighting</p> <p>17 ancillary rights, meaning for example, rights to the</p> <p>18 fight footage that World Series creates?</p> <p>19 A. No. They don't have any right to grant us</p> <p>20 the right to our fight footage.</p> <p>21 Q. Because you inherently own that footage?</p> <p>22 A. Correct.</p> <p>23 Q. Okay. And do they grant you ancillary</p> <p>24 rights to any intersection of where they're involved</p> <p>25 in a World Series Of Fighting related event?</p>

51 (Pages 198 to 201)

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<p style="text-align: right;">202</p> <p>1 A. Do they grant us?</p> <p>2 Q. Is that part of the contract?</p> <p>3 A. For the fighter to grant World Series Of</p> <p>4 Fighting the right?</p> <p>5 Q. Right.</p> <p>6 A. No. They don't have the right to give it</p> <p>7 to us.</p> <p>8 Q. Okay. Because you own it?</p> <p>9 A. Correct.</p> <p>10 Q. And you presumably would never grant the</p> <p>11 athlete those rights?</p> <p>12 A. We do at times. If they need it for a</p> <p>13 sponsor, a documentary, a movie, something like that.</p> <p>14 Q. So you would give written permission for</p> <p>15 them to use it to for a specific purpose?</p> <p>16 A. Correct.</p> <p>17 Q. But ultimately, you would own the rights to</p> <p>18 that --</p> <p>19 A. Correct.</p> <p>20 Q. -- intellectual property?</p> <p>21 A. We're not giving them the rights, we're</p> <p>22 letting them borrow the rights. There's a big</p> <p>23 difference.</p> <p>24 Q. Why is it important that World Series Of</p> <p>25 Fighting retains those intellectual property rights?</p>	<p style="text-align: right;">204</p> <p>1 Q. What do you mean by that?</p> <p>2 A. If you're on television from 8:00 to</p> <p>3 10:00 at night, you're competing with everything else</p> <p>4 that people could do from 8:00 to 10:00 at night.</p> <p>5 Anything. Live sport event, theater, television,</p> <p>6 cable, broadband, pay services, Amazon, Netflix.</p> <p>7 Q. Do you compete with other organizations to</p> <p>8 sign MMA athletes?</p> <p>9 A. Yes.</p> <p>10 Q. And when looking for athletes to sign, do</p> <p>11 you look only for those athletes in North America, or</p> <p>12 do you look around the world?</p> <p>13 A. Around the world.</p> <p>14 Q. And are you competing to sign those</p> <p>15 athletes against MMA promoters that are located only</p> <p>16 in North America or other promoters around the world?</p> <p>17 A. Both, but primarily North America.</p> <p>18 Q. But there are some promoters around the</p> <p>19 world that you would compete with --</p> <p>20 A. There's a few.</p> <p>21 Q. -- to sign some athletes?</p> <p>22 A. There's a few around the world.</p> <p>23 Q. Is there a large talent pool available from</p> <p>24 which World Series Of Fighting can sign MMA athletes?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">203</p> <p>1 A. An asset of the company.</p> <p>2 Q. It's an important asset?</p> <p>3 A. All assets are important.</p> <p>4 Q. Well, what makes these particular assets</p> <p>5 important?</p> <p>6 A. It's media. It's a -- it's a library, an</p> <p>7 asset of a media company, of a sports property, is</p> <p>8 the live footage is owned by the company.</p> <p>9 Q. When broadcasting an event on television,</p> <p>10 do you compete for television viewers?</p> <p>11 A. Yes.</p> <p>12 Q. And are you competing only with other MMA</p> <p>13 promoters for television viewers, or are you also</p> <p>14 competing with other sports and entertainment</p> <p>15 programming for viewers?</p> <p>16 A. Competing with everything that's on</p> <p>17 television.</p> <p>18 Q. So not just sports and entertainment</p> <p>19 programming?</p> <p>20 A. Correct.</p> <p>21 Q. Are you competing with anything other than</p> <p>22 what is on television?</p> <p>23 A. Yes.</p> <p>24 Q. What else would you be competing with?</p> <p>25 A. A pretty day.</p>	<p style="text-align: right;">205</p> <p>1 Q. Do you think MMA promoters should be able</p> <p>2 to make their own business decisions about whether to</p> <p>3 co promote bouts?</p> <p>4 A. Yes.</p> <p>5 Q. Do you think the term "elite professional</p> <p>6 MMA fighter" is a subjective term?</p> <p>7 A. Yes.</p> <p>8 Q. Are you aware of any sort of certification</p> <p>9 that an MMA athlete can get that certifies them as an</p> <p>10 elite professional MMA fighter?</p> <p>11 A. No.</p> <p>12 Q. Has the UFC blocked the World Series Of</p> <p>13 Fighting from any inputs necessary to put on</p> <p>14 successful MMA events?</p> <p>15 A. No.</p> <p>16 Q. Has the UFC done anything to impede your</p> <p>17 ability to compete with them?</p> <p>18 A. No.</p> <p>19 Q. Is MMA as big as the NFL?</p> <p>20 A. Not yet.</p> <p>21 Q. And how are they different?</p> <p>22 A. How are what different?</p> <p>23 Q. The NFL and MMA.</p> <p>24 MR. COUVILLIER: Objection, vague.</p> <p>25 THE WITNESS: You have to be a little more</p>

52 (Pages 202 to 205)

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<p style="text-align: right;">206</p> <p>1 specific about your question. 2 BY MR. SKAGGS: 3 Q. Let's say financially, would you say 4 they're on the same playing field? No pun intended. 5 A. No. NFL is the biggest -- the biggest 6 sport in America, undoubtedly. UFC, MMA, Bellator, 7 World Series Of Fighting combined in North America, 8 along with all of the regionals, aren't as big as the 9 NFL. 10 Q. Okay. You mentioned earlier that 11 Ali Abdel Aziz was a manager of MMA athletes at the 12 same time he was a senior vice president or whatever 13 his title was at World Series Of Fighting; is that 14 correct? 15 A. Is it correct that he managed athletes at 16 the same time that he was working as a full-time 17 contractor at World Series Of Fighting? 18 Q. Right. 19 A. Correct. 20 Q. Do you think that created the risk of a 21 conflict of interest? 22 A. Yes. That's why it was the first thing 23 that I did when I took over the organization was to 24 change that. 25 Q. And what was your why did you make that</p>	<p style="text-align: right;">208</p> <p>1 MR. MAYSEY: Can we stand and close it? 2 THE VIDEOGRAPHER: I'm sorry. We're still 3 on the record. Go ahead, Counsel. 4 MR. MAYSEY: Yes. We will read and sign. 5 We're going to reserve the right to 6 reconvene this deposition in the event additional 7 financial information is disclosed that we have not 8 seen to date. 9 MR. SKAGGS: Zuffa does not consent to that 10 reservation of rights. 11 MR. MAYSEY: That's fine. 12 MR. COUVILLIER: Neither do we. 13 MR. MAYSEY: We are reserving our rights. 14 We don't anticipate we're going to have to call you 15 back, but we're not closing the deposition as of 16 today. 17 MR. WIDNELL: And just to be clear, we'll 18 designate the entire -- I think we've already said 19 this, but designate the entire transcript as highly 20 confidential until we've had a chance to review 21 and -- 22 MR. SKAGGS: And you've had a chance to 23 review. 24 MR. COUVILLIER: Well, I want him released 25 from the subpoena, though. I mean, we're here, we've</p>
<p style="text-align: right;">207</p> <p>1 decision? 2 A. Because it was a conflict of interest. 3 Q. So Mr. Maysey introduced some emails 4 earlier from Mr. Aziz about releasing certain 5 fighters. 6 Could you tell based on those emails 7 whether Mr. Aziz was acting in his capacity as a 8 manager of fighters or an executive of the World 9 Series Of Fighting when he sent those emails? 10 A. I could not tell from those emails. 11 However, they were signed by him indicating that he 12 was with World Series Of Fighting. 13 Q. But you don't know for sure what he thought 14 his role was when he was making those decisions? 15 A. Yeah. I can't -- I can't answer what I 16 thought was in Ali's head. 17 Q. That's fair. 18 A. Nobody could. 19 MR. SKAGGS: I have no more questions. 20 THE VIDEOGRAPHER: Do you have anything? 21 MR. MAYSEY: No. 22 THE VIDEOGRAPHER: This concludes today's 23 deposition of Carlos Silva. 24 The number of media used was three, and we 25 are off the record at 3:28 p.m.</p>	<p style="text-align: right;">209</p> <p>1 produced the documents. I think if you have the 2 questions, he's prepared to answer whatever questions 3 you may have that are left, but we will object and we 4 will state that from our consideration, he has been 5 relieved of the subpoena and has complied with it 6 fully. 7 MR. SKAGGS: And Zuffa agrees. 8 MR. MAYSEY: We do not, and we have stated 9 our position for the record. 10 But I appreciate that. 11 THE VIDEOGRAPHER: Okay. Are we off, then? 12 We are off the record at 3:30 p.m. 13 (Time Noted: 3:30 p.m.) 14 15 16 17 18 19 20 21 22 23 24 25</p>

53 (Pages 206 to 209)

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<p style="text-align: right;">210</p> <p>1</p> <p>2 STATE OF)</p> <p>3) :ss</p> <p>4 COUNTY OF)</p> <p>5</p> <p>6</p> <p>7 I, CARLOS SILVA, the witness</p> <p>8 herein, having read the foregoing</p> <p>9 testimony of the pages of this deposition,</p> <p>10 do hereby certify it to be a true and</p> <p>11 correct transcript, subject to the</p> <p>12 corrections, if any, shown on the attached</p> <p>13 page.</p> <p>14</p> <p>15</p> <p>16 CARLOS SILVA</p> <p>17</p> <p>18</p> <p>19</p> <p>20 Sworn and subscribed to before</p> <p>21 me, this day of</p> <p>22 , 2017.</p> <p>23</p> <p>24</p> <p>25 Notary Public</p>	<p style="text-align: right;">212</p> <p>1 INSTRUCTIONS TO WITNESS</p> <p>2</p> <p>3 Please read your deposition over carefully</p> <p>4 and make any necessary corrections. You should state</p> <p>5 the reason in the appropriate space on the errata</p> <p>6 sheet for any corrections that are made.</p> <p>7 After doing so, please sign the errata sheet</p> <p>8 and date it.</p> <p>9 You are signing same subject to the changes</p> <p>10 you have noted on the errata sheet, which will be</p> <p>11 attached to your deposition.</p> <p>12 It is imperative that you return the original</p> <p>13 errata sheet to the deposing attorney within thirty</p> <p>14 (30) days of receipt of the deposition transcript by</p> <p>15 you. If you fail to do so, the deposition transcript</p> <p>16 may be deemed to be accurate and may be used in court.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">211</p> <p>1 CERTIFICATE OF REPORTER</p> <p>2 I, Cynthia K. DuRivage, a Certified</p> <p>3 Shorthand Reporter of the State of Nevada, do hereby</p> <p>4 certify:</p> <p>5 That the foregoing proceedings were taken</p> <p>6 before me at the time and place herein set forth;</p> <p>7 that any witnesses in the foregoing proceedings,</p> <p>8 prior to testifying, were duly sworn; that a record</p> <p>9 of the proceedings was made by me using machine</p> <p>10 shorthand which was thereafter transcribed under my</p> <p>11 direction; that the foregoing transcript is a true</p> <p>12 record of the testimony given.</p> <p>13 I further certify I am neither financially</p> <p>14 interested in the action nor a relative or employee</p> <p>15 of any attorney or party to this action.</p> <p>16 Reading and signing by the witness was</p> <p>17 requested.</p> <p>18 IN WITNESS WHEREOF, I have this date</p> <p>19 subscribed my name.</p> <p>20 Dated: April 27th, 2017</p> <p>21</p> <p>22</p> <p>23 CYNTHIA K. DuRIVAGE</p> <p>24 CCR No. 451</p> <p>25</p>	<p style="text-align: right;">213</p> <p>1 E R R A T A</p> <p>2</p> <p>3</p> <p>4</p> <p>5 I wish to make the following changes,</p> <p>6 for the following reasons:</p> <p>7</p> <p>8 PAGE LINE</p> <p>9 CHANGE:</p> <p>10 REASON:</p> <p>11 CHANGE:</p> <p>12 REASON:</p> <p>13 CHANGE:</p> <p>14 REASON:</p> <p>15 CHANGE:</p> <p>16 REASON:</p> <p>17 CHANGE:</p> <p>18 REASON:</p> <p>19 CHANGE:</p> <p>20 REASON:</p> <p>21</p> <p>22</p> <p>23 WITNESS' SIGNATURE DATE</p> <p>24</p> <p>25</p>

54 (Pages 210 to 213)